United States Bankruptcy Court for the Southern District of New York

## WITHDRAWAL OF CLAIM

Debtor Name and Case Number:	Lehman Brothers Commodity Services Inc (08-13885)
Creditor Name and Address:	LLOYDS TSB BANK PLC 10 GRESHAM STREET LONDON, EC2V 7AE UNITED KINGDOM
Court Claim Number (if known):	17732
Date Claim Filed:	09/18/2009
Total Amount of Claim Filed:	USD 414,180

I, the undersigned, am the above-referenced creditor, or an authorized signatory for the above-referenced creditor. I hereby withdraw the above-referenced claim and authorize the Clerk of this Court, or their duly appointed Claims Agent, to reflect this withdrawal on the official claims register for the above-referenced Debtor.

Dated: 17 MAY 2013

Print Name: Christopher John Aylott

Title (if applicable):

### **DEFINITIONS**

#### Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

#### Creditor

A creditor is any person, corporation, or other entity to which the debtor owed a debt.

#### Proof of Claim

A form filed with the clerk of the bankruptcy court where the bankruptcy case was filed, to tell the bankruptcy court how much the debtor owed a creditor (the amount of the creditor's claim).

# ITEMS TO BE COMPLETED ON THIS WITHDRAWAL OF CLAIM

#### Court, Name of Debtor and Case Number:

Fill in the name of the federal judicial district where the bankruptey case was filed (for example, Central District of California), the name of the debtor in the bankruptey case, and the bankruptey case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

#### Information about Creditor:

Complete the section giving the name and address of the creditor that was listed on the previously filed Proof of Claim form.

#### Information identifying the Claim that is to be withdrawn:

Complete the section giving the court claim number, date claim was filed and total amount of claim filed to help identify the claim that is to be withdrawn.

Sign and print the name and title, if any, of the creditor or other person authorized to file this withdrawal of claim (attach copy of power of attorney, if any).

This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed or, if applicable, with their duly appointed Claims Agent as per any procedure approved by the court in the above-referenced bankruptcy proceeding.

### LLOYDS TSB BANK PLC

# POWER OF ATTORNEY

### COMMERCIAL BANKING

## **EXECUTION OF DOCUMENTS**

By this power of attorney given on 30th November 2012, Lloyds TSB Bank plc, (registered number 00002065), whose registered office is at 25 Gresham Street, London EC2V 7HN (the "Bank") hereby appoints the holders of the following offices in Lloyds Banking Group plc and its subsidiary companies, for the time being:

Analyst

Area Director

Associate Director

Associate Portfolio Director

**Business Development Director** 

**Business Development Manager** 

**Business Support Director** 

Chief Business Officer

**Chief Credit Officer** 

Chief Executive Officer and Managing Director

Chief Operating Officer

Chief Risk Officer

Commercial Risk Director

Corporate Finance Director

Credit Director

높Credit & Trade Manager

हुँ Credit Sanctioning Director ब्रि Deputy Head of

g Director Finance Director

Global Head of

Head of

Head Relationship Director

HR Director

Implementation Director

Investments Director

**Lead Director** 

**Lead Relationship Director** 

Manager

Managing Director

Managing Director and Head of

Operational Risk and Compliance Director

Portfolio Director

**Property Director** 

Regional Credit Director

Regional Director

Regional Managing Director

Relationship Director

Relationship Manager

Research Manager

Risk Director

Risk Management Director

Sales Director

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Senior Business Development Manager Senior Director Senior Relationship Manager Senior Manager Strategy, Change and Integration Director Trade Director Trade Manager General Counsel Head of Legal Legal Director – Asset Finance Chief Legal Officer – North America Strategic Transactions Group Director

(each the "Attorney") jointly and severally to be the Bank's attorney and on its behalf and in its name or otherwise to sign, seal, execute and deliver any deed or document specified below:

- (a) Facility Letters, Loan Agreements and any other agreements, letters, deeds or documents in any way connected with the banking facilities to be made available in terms of a Facility Letter and Loan Agreement;
- (b) Investment Agreements, Shareholder Agreements, Subscription Agreements, Investor Loan Agreements and any other agreements, letters, deeds or documents in any way connected with the investment funding to be made available;
- (c) Ranking Agreements and Deeds of Priority, Subordination Agreements and other intercreditor arrangements;
- (d) Collateral Warranties and Substitution Agreements;
- (e) Standstill Agreements:
- (f) Settlement deeds or agreements or other documents in connection with the final release of obligations under facility agreements or other finance documents;
- (g) Discharges of Standard Securities/Legal Charges and discharges or releases of other security interests;
- (h) Deeds of Restriction / Disburdenment / Release or any other partial discharge of a security over land/buildings;
- (i) Memoranda of Satisfaction of any Floating Charge;
- (j) Letters of Non-Crystallisation for Bonds and Floating Charge/Debenture;
- (k) Performance Bonds, Letters of Credit and Guarantees;
- (I) Transfer Certificates, Assignment Agreements and Risk Participation Agreements;
- (m) Leasing and Lease Purchase transactions, such expressions to include without limitation finance leasing, operating leasing, hire purchase and lease purchase transactions;
- (n) Sale and Purchase Agreements, Warranty and Guarantee Agreements and other related documentation relative to the Bank's exit or partial exit from its equity investments (including warrants, options, ordinary and preferred shareholdings and convertible loans);
- (o) Deeds or documents so as to convey or transfer any interest in property (real and/or personal)
- (p) any forms or documents required to be submitted to the Land Registry of England and Wales or the Registers of Scotland in connection with any of the other matters referred to in this Power of Attorney;
- (q) any agreements, letters, deeds or documents relating to the provision of services to the Bank, including without limitation, Secondment Agreements and Property Management Agreements;

- (r) any confidentiality or non-disclosure agreements, letters or other related documents; and
- (r) any other relevant documents and deeds, <u>excluding</u> the granting of Power of Attorney to non-Bank employees

and generally for all or any of the purposes aforesaid to act as attorneys of the Bank.

This power of attorney will be valid for the period of 12 months for the date hereof.

This power of attorney shall take effect as a deed and shall be governed by, and construed in accordance with, English law.

Executed as a deed on 30 November 2012 on behalf of Lloyds TSB Bank plc

Acting by an authorized person in the presence of:

Authorised Signatory
Andrew Bester

Witness:

Witness name:

Crussianted Loenic

Address:

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